

Amendment 182

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 182 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 10th day of December, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to modify the content on the Cardholder Website (CHW) with changes submitted for the months of October and November 2011. The work compensated is for the labor hours in excess of the standard monthly "no cost" hours allotment for the months of October and November 2011. This work is more fully described in CR-068817 *MWU 2011-10 CHW* and CR-069259 *MWU-2011-11 CHW*.
- C. The parties agree that the work necessary to modify the CHW will be performed and compensated as described below.

Section 1.0 Description of Work

- 1.1 The Contractor will perform the analysis, development, testing, integration and engineering management work necessary to modify the CHW as directed by the Agencies.
- 1.2 For the month of October 2011, the Contractor will perform work to modify the content of certain CHW pages per CR-068817.
- 1.3. For the month November 2011, the Contractor will perform work to modify the content of certain CHW pages per CR-069259.

Section 2.0 Schedule

- 2.1 The work to implement CR 068817MWU 2011 will be performed no later than November 15, 2011.
- 2.2 The work to implement CR 069259 MWU 2011-11 will be performed no later than November 15, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 182

To perform the work, in excess of the standard monthly allotment, to modify the CHW:		
• Monthly Web Updates October 2011	11 hours	\$1,146
• Monthly Web Updates November 2011	38 hours	<u>\$4,085</u>
TOTAL		\$5,231

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Eighty-two shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: [Signature]
Its: General Manager
Date: 11/23/11

The Agencies

By: [Signature]
Their: Operations Manager
On behalf of the Agencies
Date: 12/6/2011